

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION**

KRISTIN MADDOX

PLAINTIFF

v.

NO. 4:00CV00135 HW

AMERICAN AIRLINES, INC.

DEFENDANT

ORDER

Plaintiff Plaintiff Kristin Maddox (Maddox) has filed a motion Plaintiff Kristin Maddox (Mac
See Document 72. Defendant American Airlines, Inc., (American) has also filed a
motion motion to alter or amend the judgment. See Document 74. Document 74. The Document 74.
motions and finds that they should be, and are, granted in part and denied in part.

It It is undis It is undisputed It is undisputed that on August 28, 2000, the Court, on the basis
verdict, verdict, entered judgment for Maddox verdict, entered judgment for Maddox in the amount o
also also contained also contained the following provision: This judgment shall also contained the follo
legal legal r legal rate of 6.375% as provided by law until paid. See Document 74, Exhibit 1. legal
judgment judgment did not contain an award of pre-judgment judgment did not contain an award of
to to American in an amount equal to the special drawing to American in an amount equal to the spec
Maddox pursuant to the terms of the Warsaw Convention.

Following the entry of judgment, Maddox Following the entry of judgment, Maddox motion, she asked that the judgment be amended in the following respects:

(a) that, in accordance with Oklahoma law, prejudgment interest be added to her damage award; (b) that certain sums heretofore paid by her be deducted from her damage award; (c) that post-judgment interest at the rate of 12% be added until paid.

See Document 72 at 1. American thereafter filed its motion for judgment. American, in its motion, asked that the judgment be amended to reflect SDR payment made to Maddox. American specifically alleged the SDR payment made to Maddox. American

At the hearing conducted immediately prior to the beginning of the trial in this matter, the Court ruled from the bench that the Plaintiff be given a credit against any Judgment in an amount equal to the SDR payment made to the Plaintiff pursuant to the terms of the Warsaw Convention Treaty.

The present Judgment ... does not reflect this SDR credit.

Documentation of the SDR credit in the amount of One Hundred Thirty Four Thousand Four Hundred Fifty Dollars was admitted into evidence as Plaintiff's Exhibit. However, consistent with the Court's ruling, the SDR credit is available to the jury. ...

In light of this Court's ruling that the SDR payment was credited against any Judgment rendered against the Defendant and the fact that the present Judgment does not reflect said credit, the Defendant moves the Court to alter or amend the Judgment in the amount of \$134,453.00.

The matter of pre-judgment interest is not as easily resolved. matter, the Court is guided by the United States Supreme Court decision in v. Korean Airlines Co., 516 U.S. 217 (1996). It provides that under the Warsaw Convention, the specification of what damages are legally recoverable under the domestic law applicable under the forum's choice-of-law rules as if the Warsaw Convention was inapplicable.

Maddox, a resident of Oklahoma, commenced the case at bar in Oklahoma. To the provisions of the Warsaw Convention. Thus, to the provisions of the Warsaw Convention. The Arkansas choice-of-law rules require the application of the relevant law would be characterized as substantive rather than procedural. Doan v. Consumer Testing Labs, 246 Ark. 680, 439 S.W.2d 622 (1968) [citing Sentry Insurance Co. v. Stuart, 246 Ark. 680, 439 S.W.2d 622 (1968)].

The parties in the case at bar agreed that Oklahoma law would be applied in accordance with that agreement, the Court requested by both parties. See Oklahoma Uniform Jury Instructions proper to do so because the instruction was part of the Oklahoma substantive law. Oklahoma statute governing pre-judgment interest part of Oklahoma statute governing pre-judgment interest is it one of procedure? The Court finds that it is one of procedure, it will not be followed.

Laboratories, Laboratories, Inc., 2, 2 F.Supp. at 1213, the manner in, 2 F.Supp. at 1213, the manner in v
highest court of Oklahoma is entitled to considerable weight. It is also at least worth
noting that pre-judgment interest would not be available in
been tried in accordance with Arkansas law. See Woodline Motor Freight v. Troutman
Oil Company, Inc., 327 Ark. 448, 938 S.W.2d 565 (1997).² Because the Oklahoma pre-
judgment interest statute is procedural, it will not be followed. Maddox's motion to
amend is denied in this respect.

In summary, Maddox's motion to amend is granted.
The judgment will be amended to alter or amend is granted. The judgment will be amended to
payment to Maddox and payment to Maddox and interest on payment to Maddox and inter
judgment will be reduced to \$10,876,495.07. Maddox's motion
other respects. The Court will apply the federal rate other respects. The Court will apply the
August 28, 2000; the Court will not apply the Oklahoma p

IT IS SO ORDERED this 25th day of September, 2000.

HENRY WOODS, U. S. District Judge

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In that case, the Arkansas Supreme Court noted that the award of pre-judgment interest in that case, the Arkansas
dependent upon whether the action is in contract or independent upon whether the action is in contract or in tort
amount of damages is definitely ascertainable by mathematical computation, amount of damages is definitely ascer
date that makes it possible to compute the amount without reliance on the date that makes it possible to compute the amount without reliance
S.W.2d at 568.